



461822

June 4, 2013

VIA FEDEX

U.S. Environmental Protection Agency, Region 5
Superfund Division, Enforcement and Compliance Assurance Branch
Attn: Marsha A. Adams, Enforcement Specialist
77 West Jackson Boulevard, (SE-5J)
Chicago, Illinois 60604-3590

RECEIVED JUN 06 2013
Spd

Re: Response to Information Request to Troy Daily News, dated October 30, 2012, regarding West Troy Contaminated Aquifer Site, Troy, Ohio, CERCLIS ID No.: OHN000508132

Dear Ms. Adams:

Please find below the response of OCM, LLC, the owner of the Troy Daily News, to your Information Request dated October 30, 2012. Each answer is identified with the number of the question to which it corresponds.

Responses

1. OCM, LLC has leased a facility located within the area of interest at the Site since May 19, 2011. A copy of the current lease is attached to this letter as Attachment to Question 1.
2. Since May 19, 2011, to our knowledge, none of these chemicals has been handled.
 - a. Unknown
 - b. Unknown
 - c. Unknown
 - d. Unknown
 - e. Unknown
3. None
 - a. N/A
 - b. N/A
 - c. N/A
 - d. N/A
 - e. N/A
 - f. N/A
 - g. N/A

4. To the best of our knowledge, no leaks, spills, or releases of any chlorinated solvents or materials containing chlorinated solvents have occurred at OCM, LLC's facility within the area of interest at the Site since May 19, 2011.
5. N/A
6. OCM, LLC entered into a lease for the facility in May, 2011 as part of a larger transaction with Ohio Community Media, LLC, a publisher and Delaware limited liability company with an address of 1455 West Main Street, Tipp City, Ohio 45371.
7. We have no knowledge of leaks, spills or releases to the environment by ourselves or any previous owner of the facility.

The above responses were prepared by:

Name: Scott Champion

Title: COO

Business Address: 130 Harbour Place Drive, NC 28036

Business Phone No.: 704-897-6021

Home Address: [REDACTED]

Home Phone No.: [REDACTED]

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gathered and evaluated the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Sincerely,

OCM, LLC



Name: Scott Champion

Title: COO

Address: 130 Harbour Place Drive, Davidson NC 28036

Phone No: 704-897-6021

Date: 6/4/13

ATTACHMENT TO QUESTION 1

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment"), made and entered into as of the 19th day of December, 2012, is by and between CRJ INVESTMENTS, LLC, an Ohio limited liability company ("Assignor"), and GLAS STRATEGIES, LLC, an Ohio limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee (as assignee of Joel Dempsey) are parties to those certain agreements dated June 18, 2012 and November 29, 2012 (the "Agreements"), pursuant to which Assignor has agreed to sell the real property commonly known as 224-226 S. Market Street, Troy, Ohio 45373 (the "Property") to Assignee;

WHEREAS, Assignor is the lessor with respect to those certain Leases between Assignor and the OCM, LLC ("Lessee"), dated November 21, 2011 and November 30, 2011, copies of which are attached hereto as Exhibits A and B (the "Leases"), whereby Assignor leases to Lessee the Property, as more particularly described in the Lease (the "Leased Premises"); and

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in, to and under the Leases, and Assignee has agreed to assume all of Assignor's obligations under the Leases arising from and after the Effective Time (as defined below);

NOW, THEREFORE, for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Effective as of 12:01 a.m. on December 19, 2012 (the "Effective Time"), Assignor grants, bargains, sells, conveys and assigns to Assignee all of Assignor's right, title and interest in, to and under the Leases, and Assignee assumes and agrees to perform all of the obligations of Assignor under the Lease first arising from and after the Effective Time.

2. From and after the Effective Time, the notice address for lessor under the Lease shall be as follows:

Glas Strategies, LLC
7815 Tances Drive
Cincinnati, Ohio 45243
Attn: Joel L. Dempsey

3. This Assignment shall be governed by, and controlled, construed and enforced in accordance with the laws of the State of Ohio, without regard to its choice of laws principles.

4. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The facsimile or "pdf" signature of any party to this Assignment for purposes of

execution or otherwise, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. No party may raise the use of a facsimile machine, telecopier or electronic or the fact that any signature was transmitted through the use of a facsimile, telecopier machine or e-mail as a defense to the enforcement of this Assignment or any notice required thereof.


5. This Assignment shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

6. This Assignment may be amended or modified only in a written instrument signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on their respective behalves by their respective duly authorized officers all as of the day and year first above written.


ASSIGNOR:

CRJ INVESTMENTS, LLC

By: 
Name: Ron Bran
Title: MEMBER

ASSIGNEE:

GLAS STRATEGIES, LLC

By: 
Name: Joel L. Dempsey
Title: Member

Any provisions of the Lease to the contrary notwithstanding, the undersigned, as lessee under the Leases, hereby consents to the assignment by Assignor of all of Assignor's right, title and interest in, to and under the Leases to Assignee, and to Assignee's assumption of all of Assignor's obligations under the Leases first arising from and after the Effective Time, in accordance with the terms and conditions set forth in this Assignment.

LESSEE:

OCM, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

LEASE

THIS LEASE (this "Lease"), is made as of this 21st day of November, 2011, by and between CRJ Investments, LLC, an Ohio limited liability company, whose address is 7815 Tances Drive, Cincinnati, Ohio 45243, ("Lessor"), and OCM, LLC, a Delaware limited liability company, whose address is set forth in Section 19 below ("Lessee").

1. Premises.

In consideration of the obligation of Lessee to pay Rent (as hereafter defined) as provided herein, and in consideration of the other terms, provisions and covenants hereof, Lessor hereby leases to Lessee, and Lessee hereby rents from Lessor all of the property commonly known as 224-226 S. Market Street, Troy, OH 45373 together with all improvements erected thereon and all easements, rights and appurtenances thereunto belonging or used in connection therewith other than the apartment unit and associated garage space located at 226 S. Market Street, Troy, OH 45373 (the foregoing premises is referred to herein as the "Premises", the foregoing apartment unit is called the "Apartment" and the Premises and the Apartment are collectively called the "Property"). The legal description of the Property is attached hereto as Exhibit A.

2. Term.

Subject to the provisions hereof, Lessee shall have and hold the Premises for a five (5) year term commencing on the 1st day of November, 2011 (the "Commencement Date"), and terminating on the 31st day of October, 2016 (the "Initial Term"). The Lessee shall have one option to extend the Initial Term for five (5) years by providing Lessor with written notice of extension at least one hundred and eighty (180) days prior to the expiration of the Initial Term. Any reference to the "Term" shall mean the Initial Term as the same may be extended.

3. Rent.

Lessee hereby agrees to pay to Lessor annual rent in the amount of \$[REDACTED] for the Premises, without demand, deduction or set off for the entire Term in monthly installments of \$4,000. The annual Rent shall be subject to increase on November 1st of each year by the change in the CPI index for the twelve month period ending on August 31 of each year. "CPI" means "Consumer Price Index for all Urban Consumers, Midwest Region," which index is published by the United States Bureau of Labor Statistics. If the aforesaid Consumer Price Index is not in existence at any time required for the calculation of annual Rent, the parties shall use such equivalent price index as is published by any successor governmental agency in lieu of the aforesaid Consumer Price Index, or by such non-governmental agency as may then be publishing such an equivalent price index. In no event shall the rent ever be lower than the most recently established rent figure of the previous year. Lessor shall provide the Lessee with not less than thirty (30) days written notice of any such CPI increase.

4. Lessee's and Lessor's Covenants as to Maintenance, Repair and Replacement.

(a) Lessee at its sole cost and expense shall perform routine day-to-day maintenance and repairs of: (i) the exterior grounds, landscaping and paved areas of the Premises (including, without limitation, grass cutting and the shoveling, plowing and/or treatment of accumulated snow and ice from paved areas; and (ii) the interior non-structural portions of the Premises (including, without limitation, non-major repairs to the heating, ventilating, air-conditioning and plumbing systems), window glass, doors and door hardware. Lessor at its sole cost and expense shall perform any maintenance, repairs and replacements to the Property that are not the responsibility of the Lessee, including without limitation: (i) the roof, gutters, downspouts, foundation and structural elements of the Premises; (ii) major repairs to the heating, ventilating, air-conditioning and plumbing systems; and (iii) the sealing or resurfacing of paved areas. A "major repair" is any one or more repairs within a twelve (12) consecutive month period to the heating, ventilating, air-conditioning and/or plumbing system which involves the replacement of one or more components or parts of such system or equipment and which costs (parts and labor) more than Two Thousand Five Hundred Dollars (\$2,500).

(b) All maintenance, repair and replacement shall be performed in a good and workman like fashion and in compliance with all applicable laws. If Lessee or Lessor is in default of its obligations under this paragraph, the other party, after prior written notice to the defaulting party and expiration of the defaulting party's reasonable opportunity to cure such default, may, but shall not be required to, make such maintenance, repairs and replacements for the defaulting party's account, and the expense thereof shall be owing and due from the defaulting party to the other party within thirty (30) following any such maintenance, repairs and/or replacements.

(c) Lessor, at its sole expense, shall provide the improvements to the Premises as set forth in the Lessor's Work Proposal attached hereto as Exhibit B. Lessor shall substantially complete all such work by no later than February 1, 2012. In the event that Lessor is in default of its obligations under this paragraph, Lessee, after prior written notice to Lessor and expiration of Lessor's five (5) days opportunity to cure such default, may, but shall not be required to, perform the work set forth in Lessor's Work Proposal for Lessor's account, and the expense thereof may be deducted from the rent.

5. Utilities.

Lessee shall pay all charges for utilities, including without limitation gas, water, electricity, light, heat, power, and telephone or other communication services used, rendered or supplied upon or in connection with the Premises, and shall indemnify Lessor against any liability or damage on such account.

6. Real Estate Taxes.

Lessor shall be solely responsible for all real estate taxes assessed on the Property.

7. Insurance.

(a) Lessee shall carry, at its expense, commercial general liability insurance for the mutual benefit of Lessor and Lessee of not less than \$100,000.00 per occurrence and \$300,000.00 annual aggregate in respect to bodily injury, and \$25,000 for property damage. Lessee shall furnish Lessor with a certificate of insurance providing that the carrier will provide to Lessor at least ten (10) days' prior written notice of its intention to cancel such insurance.

(b) Lessee, at its expense, shall keep the building and the fixtures therein insured during the Term of the Lease, against loss or damage by fire and against loss or damage by other risks now or hereafter embraced by "extended coverage" in an amount not less than the full insurable value. The term "**full insurable value**" shall mean the actual replacement cost of the Premises. Such insurance shall name Lessor as a co-insured and Lessee shall furnish Lessor with a certificate of insurance providing that the carrier will provide to Lessor at least ten (10) days' prior written notice of its intention to cancel such insurance. In the event of damage covered by such insurance, the proceeds of such insurance shall be payable to Lessor to be disbursed in accordance with paragraph 8 below.

(c) Lessor and Lessee each waive any and all rights of recovery from the other for damage to or destruction of the Property and any other of their respective property from causes then included under standard special form property insurance policies or endorsements available in the State of Ohio. This waiver is limited to losses for which each is compensated by its insurers and then only to the extent its policies of insurance permit it to waive the insurer's right of subrogation. Lessor and Lessee shall use their best efforts to obtain policies permitting the waiver of the insurer's subrogation rights.

8. Fire and Casualty Loss and Condemnation; Restoration.

(a) Except in the event of termination of this Lease as provided for in this paragraph 8, in the event of damage to or destruction of the Premises by fire or other casualty, Lessor shall promptly, after expiration or waiver of Lessee's right to terminate this Lease, apply any proceeds from insurance and restore the Premises as nearly as possible to its condition prior to such damage and destruction. Under no circumstances shall Lessor be required to expend any amounts in excess of amounts recovered from insurance in connection with the foregoing restoration of the Premises.

(b) If the damage to the Premises renders them untenable in whole or part, then a just portion of the rent shall abate until the earlier of the date Lessee recommences normal business operations in the entire Premises or thirty (30) days after the Premises

are restored to the condition they were in prior to the damage and possession thereof is redelivered to the Lessee.

(c) Notwithstanding anything to the contrary contained herein, in the event that the Premises is the subject of a casualty event or a condemnation action/proceeding that materially impairs the use and operation of the Premises by Lessee as the Premises has been used and operated by Lessee in the normal course of its operations (as determined by Lessee in its reasonable discretion), Lessee may terminate this Lease by providing written notice of termination to Lessor within thirty (30) days of the following, as applicable: (x) the occurrence of the casualty, (y) the date of the execution and delivery by the appropriate parties of any agreement in in-lieu of condemnation or (z) the entry of the final non-appealable order with regard to the subject condemnation action/proceeding. In the event of such termination, Lessor shall not be obligated to remedy such condition by maintenance, restoration and/or replacement as provided for herein. Lessor shall refund to Lessee Rent on a pro-rata basis for any days remaining in a month in which such termination occurs.

9. End of Term.

Lessee shall, at the termination of this Lease by lapse of time or otherwise, remove all of Lessee's personal property from the Premises and yield up possession of the Premises to Lessor in a "broom clean" condition and in substantially the same condition as present, reasonable wear and tear and damage by fire and other casualties excepted. Failure of Lessee to remove its personal property shall entitle Lessor to remove and deliver to Lessee the personal property in any manner it may deem appropriate, at Lessee's sole reasonable cost and expense. Lessor shall not be responsible for any damage to Lessee's personal property if Lessor removes Lessee's personal property as provided herein and Lessee hereby waives any rights to bring a cause of action against Lessor for such damage.

10. Quiet Enjoyment.

Upon paying the Rent herein set forth and performing its other covenants and agreements herein, Lessee shall peaceably and quietly have, hold and enjoy the Premises for the Term hereof without hindrance or molestation from Lessor, subject to the terms and provisions of this Lease.

11. Remedies of Lessor in Event of Default by Lessee.

(a) Each of the following shall be deemed an Event of Default under this Lease (each hereafter referred to as an "Event of Default"):

- i. failure by Lessee to make payment of any installment of Rent or other money due hereunder and such default shall continue for ten (10) days after Lessor shall have notified Lessee in writing of the existence of such default;

- ii. failure by Lessee to perform or observe any non-monetary obligation or condition to be performed or observed by Lessee under this lease and failure by Lessee to initiate cure of such default within thirty (30) days after Lessor gives Lessee written notice to do so and thereafter prosecutes such cure to completion within a reasonable time;
- iii. assignment or sublease of any interests of Lessee under this Lease in violation of paragraph 13; or
- iv. petition in bankruptcy by or against Lessee, which is not dismissed within thirty (30) days of filing.

(b) Immediately upon the occurrence of any Event of Default or at any time thereafter, unless that Event of Default has been cured with the written consent of Lessor or expressly waived by Lessor in writing, Lessor may at its option:

- i. Enter upon and take possession of the Premises, remove Lessee's property and effects in any manner it deems appropriate, and without terminating this Lease, to re-rent the Premises at a price obtainable by commercially reasonable efforts. Lessee shall thereupon become and thereafter be liable and indebted to Lessor for, and upon demand then or from time to time thereafter made, shall promptly pay to Lessor, the difference between the amount of the rent herein specified and the amount of rent which shall be collected and received from the premises for each month during the residue of the Term herein provided remaining after the taking possession by Lessor, as well as any reasonable expense actually incurred by Lessor in such re-letting, including repairing the Premises for re-rental. Any suit brought to collect the amount of the deficiency for any one (1) or more months shall not preclude any subsequent month.
- ii. Require Lessor to pay damages and other amounts set forth below. If this Lease is terminated by Lessor pursuant to this paragraph 11, Lessee shall nevertheless remain liable for any Rent, and other payments required pursuant to this Lease, for any damages that may be due or sustained prior to such termination, and for all reasonable costs, fees and expenses actually incurred by Lessor in pursuit of its remedies under this Lease, including reasonable attorneys', brokers' and other professional fees plus additional damages equal to the sum of Rent and other payments required pursuant to this Lease that, but for termination of this Lease, would have become due during the remainder of the Term minus the fair

rental value of the premises for the same period, all of which shall be discounted to present value at a discount rate equal to 6%.

- iii. Forthwith cancel and terminate this Lease by notice in writing to Lessee; and if such notice shall be given all rights of Lessee to the use and occupancy of the Premises shall terminate as of the date set forth in such notice, and Lessee will at once surrender possession of the premises to Lessor and remove all of Lessee's effects therefrom, and Lessor may forthwith re-enter the Premises and repossess itself thereof.
- iv. Collect from Lessee any other loss or damage Lessor may actually suffer by reason of any Event of Default.

The rights herein provided for are cumulative to and not restrictive of any other and further rights provided by laws; and no delay or failure of Lessor to exercise any right herein or by law provided, or to insist upon strict compliance by Lessee with the terms and provisions hereof, shall constitute a waiver of Lessor's right thereafter to exercise and avail itself of such right or thereafter to demand strict compliance by Lessee with the terms and provisions hereof. Lessor shall be obligated to mitigate its damages in connection with an Event of Default.

12. Compliance and Indemnity.

Except for any mortgage placed on the fee by Lessor, Lessee agrees to keep the Premises free from all liens, including mechanics' liens, based on any act or omission of Lessee or those claiming under it. Lessee further agrees at its own expense to remain in material compliance with all orders, notices, regulations, and requirements of any municipal, state or other authority now or hereafter in force respecting Lessee's specific or unique use of the Premises (as distinguished from a general office use), and at the expiration or sooner termination of this Lease, to surrender the Premises and all improvements thereon to Lessor in substantially the same condition as Lessee shall receive the same, ordinary wear and tear and damage by fire, elements, acts of war and other casualties. Except as otherwise provided in this Lease, Lessee also agrees to indemnify, protect and save harmless Lessor from and against each and every claim, demand, fine, penalty, cause of action, liability, damage, judgment of loss of whatsoever kind and nature, (including Lessor's reasonable attorneys' fees) resulting from any violation by Lessee or any failure of Lessee in the performance of any of the covenants and agreements herein contained or from Lessee's negligence or wrongful conduct with respect to its use and occupancy of the Premises.

13. Assignment.

Lessee shall not assign or transfer this Lease (or any portion thereof and/or interest therein) without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned and/or delayed; provided, however, that this

restriction on Lessee's assignment of this Lease or subletting of the Premises shall not apply in the case of: (a) an assignment or subletting to any entity that controls, is controlled by or is under common control with Lessee; (b) an assignment to an entity into which or with which Lessee merges or consolidates; or (c) an assignment to an entity that purchases all or substantially all of Lessee's assets. Lessor shall have the right to assign this Lease and its rights hereunder to a purchaser of the Property.

14. Use of Premises; Compliance with Laws.

(a) Lessee shall not commit or suffer any waste on the Premises nor use the Premises for any unlawful purpose. Lessee shall at its sole expense remain in material compliance with all laws, regulations, ordinances, policies and orders of any federal, state, or local governmental body relating, respectively, to the Premises, or, respectively, to the ownership, use, occupation or operation of the Premises, including but not limited to (i) those relating to the correction, prevention and abatement of nuisances in, upon or about the Premises and (ii) any local, state, or federal law, regulation, ordinance policy or order pertaining to regulation of the environment or health and safety, or contamination or clean-up of the environment, including but not limited to laws, regulations, ordinances, policies or orders relating to Lessee's storage, use or disposal of hazardous materials. Nothing contained herein is intended to obligate Lessee to: (1) make any capital improvements to the Premises that may be required by law (e.g. install or upgrade any life safety systems for the Property); or (2) clean-up hazardous materials that were stored, used or disposed of by someone other than the Lessee or its employee, agent or any other party under Lessee's control.

(b) Lessee shall keep the Premises clean and free of rubbish and trash at all times and shall store all trash and garbage at Lessee's expense. Lessee shall not burn or bury any trash or garbage of any kind on or about the Premises. Lessee shall keep the Premises in a neat and presentable condition at all times.

15. Indemnification.

(a) Lessee shall pay, perform, discharge, defend, indemnify and hold harmless Lessor, its members, shareholders, partners, directors, officers, employees, and agents from and against any and all claims, orders, demands, causes of action, proceedings, judgments, or suits and all liabilities, losses, costs and expenses (including, without limitation, consultant fees, court costs, expenses paid to third parties and legal fees) and damages incident thereto arising out of or as a result of: (i) the spill, disposal, or other release of any hazardous materials on, under or from the Premises by Lessee, any employee, agent or invitee of Lessee or any other party under Lessee's control, (ii) the violation of any environmental laws by Lessee, any employee, agent or invitee of Lessee or any other party under Lessee's control, or (iii) Lessee's breach of any term of this Lease.

(b) Lessor shall pay, perform, discharge, defend, indemnify and hold harmless Lessee, its member(s), shareholders, partners, directors, officers, employees, and agents

from and against any and all claims, orders, demands, causes of action, proceedings, judgments, or suits and all liabilities, losses, costs and expenses (including, without limitation, consultant fees, court costs, expenses paid to third parties and legal fees) and damages incident thereto arising out of or as a result of: (i) the spill, disposal, or other release of any hazardous materials on, under or from the Premises by Lessor, any employee, agent or invitee of Lessor or any other party under Lessor's control, (ii) the violation of any environmental laws by Lessor, any employee, agent or invitee of Lessor or any other party under Lessor's control, or (iii) Lessor's breach of any term of this Lease.

16. Personal Property on Premises; Risk of Damage.

Lessee agrees that all personal property of every kind of description, including inventory and trade fixtures, which may at any time be in the Premises shall be at Lessee's sole risk, or at the risk of those claiming by, through or under Lessee, and Lessor shall not be liable for, and shall be held harmless by Lessee against all claims, losses, liability, and expenses for any damage to said property or for any loss suffered by the business or property of Lessee arising from bursting, overflowing, or leaking of water or sewer pipes or condensate lines from the heating or plumbing fixtures or equipment, or from the electric wiring, or from gas fumes, or odors or caused in any manner.

17. Inspection and Entry by Lessor.

Upon at least two (2) business days prior notice to Lessee (except in emergency circumstances where such notice is impractical), Lessor, or its agents or contractors, shall have the right to enter upon the Premises at reasonable times during normal business hours for the purpose of inspection and to show the premises to prospective purchasers and lenders and during the last one hundred and eighty (180) days of the term to prospective lessees.

18. Limitation on Right of Recovery Against Lessor.

In the event of a default by Lessor, Lessee's exclusive remedy shall be an action for damages and Lessee acknowledges that all liability of Lessor under the Lease shall be limited to Lessor's interest in the Property and any proceeds relating thereto. Prior to any such action, Lessee shall give Lessor written notice specifying such default, and Lessor shall, upon receipt of said notice, have ten (10) days in which to cure a monetary default and thirty (30) days in which to cure any non-monetary default. No personal judgment shall be rendered against Lessor or Lessor's member(s), officers, employees, or agents upon extinguishment of Lessor's rights in the Property and any proceeds relating thereto and any judgment so rendered shall not give rise to any right of execution or levy against any assets other than the Property and any proceeds relating thereto. The provisions hereof shall inure to the benefit of Lessor's successors and assigns, including, without limitation, any mortgagee of the Property.

19. Notices. All notices hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof):

(a) if to Lessor:

CRJ Investments, LLC
7815 Tances Drive
Cincinnati, OH 45243
Attention: Joel L. Dempsey

(b) if to Lessee:

OCM, LLC
4500 Lyons Road
Miamisburg, OH 45342
Attn: Scott Champion, CEO

and

Klehr Harrison Harvey Branzburg, LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19103-5005
Attn: Stephan L. Cutler, Esq.

20. Severability.

No determination by any court, governmental body or otherwise that any provision of this Lease is invalid or unenforceable in any instance shall affect the validity or enforceability of any other provision or such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law. No provision of this Lease shall be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof.

21. Successors Bound.

All the covenants and agreements in this Lease shall extend to and be binding upon the successors and assigns of the respective parties hereto.

22. Governing Law and Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, applicable to agreements made and to be performed entirely within such State, without regard to the conflict of laws principles thereof. No lawsuit arising out of the execution, formation, terms, performance or breach of this Lease shall be brought except in courts physically located in Hamilton County, Ohio and the parties hereto expressly consent to the personal jurisdiction of such courts over all such litigation and all matters whatsoever relating to or arising out of this Lease.

23. Lessor's Lien Waiver and Collateral Access.

Notwithstanding any provision of this Lease to the contrary, in no event (including a default under this Lease) shall Lessor have any liens, rights, security interests or claims in the furniture, fixture equipment or other personal property of Lessee located at the leased premises (collectively, "**Personal Property**"), and Lessor waives any such statutory or other rights it may have and agrees to execute and deliver to Lessee and any party providing financing to Lessee and/or secured by such Personal Property, within twenty (20) days after request therefor, any commercially reasonable document required by Lessee or such other party in order to evidence the foregoing and to afford such secured party commercially reasonable access to the leased premises to inspect, remove and otherwise exercise its rights in and to the Personal Property. Either before or after the installation or placement of any new Personal Property upon the leased premises, and regardless of whether any such financing or security shall be in the form of a mortgage, security agreement, equipment lease, equipment sale-leaseback or otherwise, and in the event such a secured party thereunder shall require a copy of any notice of default sent by Lessor to Lessee under this Lease also be sent to such secured party, then Lessor shall simultaneously send a copy of any such notice to such secured party at the address furnished to Lessor, such copy to be sent to such secured party in the same manner as notices are required to be sent to Lessee hereunder.

24. Non-Disturbance Agreement.

Lessor shall also obtain for Lessee's benefit a non-disturbance agreement in the form acceptable to Lessee from each mortgagee holding a mortgage on the Property that is senior to this Lease.

25. Interruption of Service or Use.

Notwithstanding anything contained in this lease to the contrary, if any essential service (electricity, water, natural gas, heat, air conditioning, snow removal etc.) is materially impaired, and such impairment is not caused by Lessee, its agents or contractors or the responsibility of Lessee to repair, for more than forty-eight (48) hours and such impairment materially adversely affects Lessee's ability to operate its business at the Premises, then rent shall abate after such initial forty-eight (48) hour period until such essential service is restored to normal.

26. Execution in Counterparts.

This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. In order to facilitate the agreements contemplated by this Lease, signatures transmitted by facsimile machine or signatures transmitted via e-mail in a "PDF" format may be used in place of original signatures on this Lease. Each party intends to be bound by such party's facsimile or "PDF" format signature on this Lease, is aware that the other parties are relying on such party's facsimile or "PDF" format signature, and hereby waives any defenses to the enforcement of this Lease based upon the form of signature. Promptly following any facsimile transmittal or e-mail transmittal of "PDF" format signatures, the parties shall deliver to the other parties the original executed Lease by reputable overnight courier to the addresses shown in Section 19.

27. Amendments.

This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

[Signatures on the following page(s)]

IN WITNESS WHEREOF, the individual parties have caused this lease to be executed the day and year set forth adjacent to each of their respective signatures.

LESSOR:

CRJ INVESTMENTS, LLC

By: _____

Name:

Title:

LESSEE:

OCM, LLC

By: Scott Champion

Name: Scott Champion

Title: CEO

IN WITNESS WHEREOF, the individual parties have caused this lease to be executed the day and year set forth adjacent to each of their respective signatures.

LESSOR:

CRJ INVESTMENTS, LLC

By: 

Name: Roy Brown

Title: Member

LESSEE:

OCM, LLC

By: _____

Name: Scott Champion

Title: CEO

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

224 & 226 S. Market Street, Troy, Ohio

Parcel No. D08-004-640

Situate in the State of Ohio, County of Miami, City of Troy and being all of InLot 203 and Part of InLot 219 including the portion of the former Dye's Mill Race in InLot 219, in said City, more particularly described as follows:

Beginning at an iron pin which marks the Southeast corner of InLot 203, same being the Northwest corner of the intersection of South Market Street and Race Street, thence 59 degrees 30' 20" West with the South line of InLot 203, same being the North right-of-way of Race Street, a total distance of 126.20 feet to an iron pin which marks the Southwest corner of InLot 203;

Thence North 30 degrees 21' East with the West line of InLot 203 and partly with the West line of InLot 219, a total distance of 141.50 feet to a railroad spike, witness an iron pin 31.50 feet distant on line last described, said point marking the Northwest corner of InLot 203;

Thence South 66 degrees 59' 07" East with the North line of the North wall of the former Dye's Mill Race, a total distance of 54.28 feet to an iron pin;

Thence South 60 degrees 38' 26" East, 72.37 feet to a railroad spike on the West right-of-way line of South Market Street;

Thence South 30 degrees 20' West partly with the East line of InLot 219 and with the East line of InLot 203, same being the West right-of-way line of South Market Street, a total distance of 150.00 feet to the place of beginning.

The above described parcel, including all of InLot 203 and part of InLot 219, contains a total of 0.427 acres, same being subject to all legal easements and restrictions of record.

EXHIBIT B
SCOPE OF LESSOR'S WORK

Front Office Area and Conference Room:

1. Seal Windows
2. Check Hanging Lights, install bulbs as needed
3. Install Wall, insulation, and doorway behind men's restroom closing off back section of open office space
4. Shut off ducts in large open office space

Back Hallway:

1. Install door sweep to close 2" space under metal door in hallway

Garage working area:

1. Install chain on inside sliding garage door
2. Lower lights and extend closer to garage work area; install bulbs as needed
3. Install overhead heater in garage working area (overhead heater to be provided from other CRJ Properties)
4. Install plastic sheets preserving heat in back garage work area (plastic sheets can be taken from other CRJ properties)
5. Install plywood across top of doorway entrances and install plastic sheets preserving heat in garage work area
6. cover and install insulation for 7 windows in garage work area
7. wrap pipes in garage work space that are exposed to weather
8. repair back dock door, getting it on track and checking for electrical shortages
9. blow out big heater
10. install latch and knob on garage double exit doors

Loft Middle work area:

1. Close off natural air vents with insulation
2. 550 pounds of insulation to be spread throughout as needed.

EXHIBIT B

LEASE

THIS LEASE (this "Lease"), is made as of this 30th day of November, 2011, by and between CRJ Investments, LLC, an Ohio limited liability company, whose address is 7815 Tances Drive, Cincinnati, Ohio 45243, ("Lessor"), and OCM, LLC, a Delaware limited liability company, whose address is set forth in Section 19 below ("Lessee").

1. Premises.

In consideration of the obligation of Lessee to pay Rent (as hereafter defined) as provided herein, and in consideration of the other terms, provisions and covenants hereof, Lessor hereby leases to Lessee, and Lessee hereby rents from Lessor the apartment unit and associated garage space at the property commonly known as 226 S. Market Street, Troy, OH 45373 together with all improvements erected thereon and all easements, rights and appurtenances thereunto belonging or used in connection therewith (the foregoing premises is referred to herein as the "Premises" and the Premises and property commonly known as 224-226 S. Market Street, Troy, OH 45373 are collectively called the "Property"). The legal description of the Property is attached hereto as Exhibit A.

2. Term.

Subject to the provisions hereof, Lessee shall have and hold the Premises for a term commencing on the 1st day of November, 2011 (the "Commencement Date"), and terminating on the 30th day of April, 2012 (the "Initial Term"). Lessee shall have the right to renew the Initial Term for up to five (5) successive 6-month Terms, provided it gives to Lessor not less than 60 days written notice of its intention to renew prior to the expiration of the Initial Term or any renewal thereof. Any reference to the "Term" shall mean the Initial Term as the same may be renewed.

3. Rent.

Lessee hereby agrees to pay to Lessor rent ("Rent") in the amount of [REDACTED] for the Premises, without demand, deduction or set off for the entire Term in monthly installments of [REDACTED]. If Lessee renews the Term, the Rent shall be subject to increase on November 1st of each year such Term by the change in the CPI index for the twelve month period ending on August 31 of each year. "CPI" means "Consumer Price Index for all Urban Consumers, Midwest Region," which index is published by the United States Bureau of Labor Statistics. If the aforesaid Consumer Price Index is not in existence at any time required for the calculation of Rent, the parties shall use such equivalent price index as is published by any successor governmental agency in lieu of the aforesaid Consumer Price Index, or by such non-governmental agency as may then be publishing such an equivalent price index. In no event shall the rent ever be lower than the most recently established rent figure of the previous year. Lessor shall provide the Lessee with not less than thirty (30) days written notice of any such CPI increase.

4. Lessee's and Lessor's Covenants as to Maintenance, Repair and Replacement.

(a) Lessee at its sole cost and expense shall perform routine day-to-day maintenance and repairs of: (i) the exterior grounds, landscaping and paved areas of the Premises (including, without limitation, grass cutting and the shoveling, plowing and/or treatment of accumulated snow and ice from paved areas; and (ii) the interior non-structural portions of the Premises (including, without limitation, non-major repairs to the heating, ventilating, air-conditioning and plumbing systems), window glass, doors and door hardware. Lessor at its sole cost and expense shall perform any maintenance, repairs and replacements to the Property that are not the responsibility of the Lessee, including without limitation: (i) the roof, gutters, downspouts, foundation and structural elements of the Premises; (ii) major repairs to the heating, ventilating, air-conditioning and plumbing systems; and (iii) the sealing or resurfacing of paved areas. A "major repair" is any one or more repairs within a twelve (12) consecutive month period to the heating, ventilating, air-conditioning and/or plumbing system which involves the replacement of one or more components or parts of such system or equipment and which costs (parts and labor) more than Two Thousand Five Hundred Dollars (\$2,500); provided, however, that for purposes of the aforesaid dollar threshold, the parties agree to aggregate repairs to the heating, ventilating, air-conditioning and/or plumbing system whether made under this Lease and the other lease between the parties pertaining to the balance of the building located on the Property.

(b) All maintenance, repair and replacement shall be performed in a good and workman like fashion and in compliance with all applicable laws. If Lessee or Lessor is in default of its obligations under this paragraph, the other party, after prior written notice to the defaulting party and expiration of the defaulting party's reasonable opportunity to cure such default, may, but shall not be required to, make such maintenance, repairs and replacements for the defaulting party's account, and the expense thereof shall be owing and due from the defaulting party to the other party within thirty (30) following any such maintenance, repairs and/or replacements.

5. Utilities.

Lessee shall pay all charges for utilities, including without limitation gas, water, electricity, light, heat, power, and telephone or other communication services used, rendered or supplied upon or in connection with the Premises, and shall indemnify Lessor against any liability or damage on such account.

6. Real Estate Taxes.

Lessor shall be solely responsible for all real estate taxes assessed on the Property.

7. Insurance.

(a) Lessee shall carry, at its expense, commercial general liability insurance for the mutual benefit of Lessor and Lessee of not less than \$100,000.00 per occurrence and \$300,000.00 annual aggregate in respect to bodily injury, and \$25,000 for property damage. Lessee shall furnish Lessor with a certificate of insurance providing that the carrier will provide to Lessor at least ten (10) days' prior written notice of its intention to cancel such insurance.

(b) Lessee, at its expense, shall keep the building and the fixtures therein insured during the Term of the Lease, against loss or damage by fire and against loss or damage by other risks now or hereafter embraced by "extended coverage" in an amount not less than the full insurable value. The term "**full insurable value**" shall mean the actual replacement cost of the Premises. Such insurance shall name Lessor as a co-insured and Lessee shall furnish Lessor with a certificate of insurance providing that the carrier will provide to Lessor at least ten (10) days' prior written notice of its intention to cancel such insurance. In the event of damage covered by such insurance, the proceeds of such insurance shall be payable to Lessor to be disbursed in accordance with paragraph 8 below.

(c) Lessor and Lessee each waive any and all rights of recovery from the other for damage to or destruction of the Property and any other of their respective property from causes then included under standard special form property insurance policies or endorsements available in the State of Ohio. This waiver is limited to losses for which each is compensated by its insurers and then only to the extent its policies of insurance permit it to waive the insurer's right of subrogation. Lessor and Lessee shall use their best efforts to obtain policies permitting the waiver of the insurer's subrogation rights.

8. Fire and Casualty Loss and Condemnation; Restoration.

(a) Except in the event of termination of this Lease as provided for in this paragraph 8, in the event of damage to or destruction of the Premises by fire or other casualty, Lessor shall promptly, after expiration or waiver of Lessee's right to terminate this Lease, apply any proceeds from insurance and restore the Premises as nearly as possible to its condition prior to such damage and destruction. Under no circumstances shall Lessor be required to expend any amounts in excess of amounts recovered from insurance in connection with the foregoing restoration of the Premises.

(b) If the damage to the Premises renders them untenable in whole or part, then a just portion of the rent shall abate until the earlier of the date Lessee recommences normal business operations in the entire Premises or thirty (30) days after the Premises are restored to the condition they were in prior to the damage and possession thereof is redelivered to the Lessee.

(c) Notwithstanding anything to the contrary contained herein, in the event that the Premises is the subject of a casualty event or a condemnation action/proceeding that materially impairs the use and operation of the Premises by Lessee as the Premises has been used and operated by Lessee in the normal course of its operations (as determined by Lessee in its reasonable discretion), Lessee may terminate this Lease by providing written notice of termination to Lessor within thirty (30) days of the following, as applicable: (x) the occurrence of the casualty, (y) the date of the execution and delivery by the appropriate parties of any agreement in lieu of condemnation or (z) the entry of the final non-appealable order with regard to the subject condemnation action/proceeding. In the event of such termination, Lessor shall not be obligated to remedy such condition by maintenance, restoration and/or replacement as provided for herein. Lessor shall refund to Lessee Rent on a pro-rata basis for any days remaining in a month in which such termination occurs.

9. End of Term.

Lessee shall, at the termination of this Lease by lapse of time or otherwise, remove all of Lessee's personal property from the Premises and yield up possession of the Premises to Lessor in a "broom clean" condition and in substantially the same condition as present, reasonable wear and tear and damage by fire and other casualties excepted. Failure of Lessee to remove its personal property shall entitle Lessor to remove and deliver to Lessee the personal property in any manner it may deem appropriate, at Lessee's sole reasonable cost and expense. Lessor shall not be responsible for any damage to Lessee's personal property if Lessor removes Lessee's personal property as provided herein and Lessee hereby waives any rights to bring a cause of action against Lessor for such damage.

10. Quiet Enjoyment.

Upon paying the Rent herein set forth and performing its other covenants and agreements herein, Lessee shall peaceably and quietly have, hold and enjoy the Premises for the Term hereof without hindrance or molestation from Lessor, subject to the terms and provisions of this Lease.

11. Remedies of Lessor in Event of Default by Lessee.

(a) Each of the following shall be deemed an Event of Default under this Lease (each hereafter referred to as an "Event of Default"):

- i. failure by Lessee to make payment of any installment of Rent or other money due hereunder and such default shall continue for ten (10) days after Lessor shall have notified Lessee in writing of the existence of such default;
- ii. failure by Lessee to perform or observe any non-monetary obligation or condition to be performed or observed by Lessee

under this lease and failure by Lessee to initiate cure of such default within thirty (30) days after Lessor gives Lessee written notice to do so and thereafter prosecutes such cure to completion within a reasonable time;

- iii. assignment or sublease of any interests of Lessee under this Lease in violation of paragraph 13; or
- iv. petition in bankruptcy by or against Lessee, which is not dismissed within thirty (30) days of filing.

(b) Immediately upon the occurrence of any Event of Default or at any time thereafter, unless that Event of Default has been cured with the written consent of Lessor or expressly waived by Lessor in writing, Lessor may at its option:

- i. Enter upon and take possession of the Premises, remove Lessee's property and effects in any manner it deems appropriate, and without terminating this Lease, to re-rent the Premises at a price obtainable by commercially reasonable efforts. Lessee shall thereupon become and thereafter be liable and indebted to Lessor for, and upon demand then or from time to time thereafter made, shall promptly pay to Lessor, the difference between the amount of the rent herein specified and the amount of rent which shall be collected and received from the premises for each month during the residue of the Term herein provided remaining after the taking possession by Lessor, as well as any reasonable expense actually incurred by Lessor in such re-letting; including repairing the Premises for re-rental. Any suit brought to collect the amount of the deficiency for any one (1) or more months shall not preclude any subsequent month.
- ii. Require Lessor to pay damages and other amounts set forth below. If this Lease is terminated by Lessor pursuant to this paragraph 11, Lessee shall nevertheless remain liable for any Rent, and other payments required pursuant to this Lease, for any damages that may be due or sustained prior to such termination, and for all reasonable costs, fees and expenses actually incurred by Lessor in pursuit of its remedies under this Lease, including reasonable attorneys', brokers' and other professional fees plus additional damages equal to the sum of Rent and other payments required pursuant to this Lease that, but for termination of this Lease, would have become due during the remainder of the Term minus the fair rental value of the premises for the same period, all of which shall be discounted to present value at a discount rate equal to 6%.

- iii. Forthwith cancel and terminate this Lease by notice in writing to Lessee; and if such notice shall be given all rights of Lessee to the use and occupancy of the Premises shall terminate as of the date set forth in such notice, and Lessee will at once surrender possession of the premises to Lessor and remove all of Lessee's effects therefrom, and Lessor may forthwith re-enter the Premises and repossess itself thereof.
- iv. Collect from Lessee any other loss or damage Lessor may actually suffer by reason of any Event of Default.

The rights herein provided for are cumulative to and not restrictive of any other and further rights provided by laws; and no delay or failure of Lessor to exercise any right herein or by law provided, or to insist upon strict compliance by Lessee with the terms and provisions hereof, shall constitute a waiver of Lessor's right thereafter to exercise and avail itself of such right or thereafter to demand strict compliance by Lessee with the terms and provisions hereof. Lessor shall be obligated to mitigate its damages in connection with an Event of Default.

12. Compliance and Indemnity.

Except for any mortgage placed on the fee by Lessor, Lessee agrees to keep the Premises free from all liens, including mechanics' liens, based on any act or omission of Lessee or those claiming under it. Lessee further agrees at its own expense to remain in material compliance with all orders, notices, regulations, and requirements of any municipal, state or other authority now or hereafter in force respecting Lessee's specific or unique use of the Premises (as distinguished from a general office use), and at the expiration or sooner termination of this Lease, to surrender the Premises and all improvements thereon to Lessor in substantially the same condition as Lessee shall receive the same, ordinary wear and tear and damage by fire, elements, acts of war and other casualties. Except as otherwise provided in this Lease, Lessee also agrees to indemnify, protect and save harmless Lessor from and against each and every claim, demand, fine, penalty, cause of action, liability, damage, judgment of loss of whatsoever kind and nature, (including Lessor's reasonable attorneys' fees) resulting from any violation by Lessee or any failure of Lessee in the performance of any of the covenants and agreements herein contained or from Lessee's negligence or wrongful conduct with respect to its use and occupancy of the Premises.

13. Assignment.

Lessee shall not assign or transfer this Lease (or any portion thereof and/or interest therein) without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned and/or delayed; provided, however, that this restriction on Lessee's assignment of this Lease or subletting of the Premises shall not apply in the case of: (a) an assignment or subletting to any entity that controls, is controlled by or is under common control with Lessee; (b) an assignment to an entity into

which or with which Lessee merges or consolidates; or (c) an assignment to an entity that purchases all or substantially all of Lessee's assets. Lessor shall have the right to assign this Lease and its rights hereunder to a purchaser of the Property.

14. Use of Premises; Compliance with Laws.

(a) Lessee shall not commit or suffer any waste on the Premises nor use the Premises for any unlawful purpose. Lessee shall at its sole expense remain in material compliance with all laws, regulations, ordinances, policies and orders of any federal, state, or local governmental body relating, respectively, to the Premises, or, respectively, to the ownership, use, occupation or operation of the Premises, including but not limited to (i) those relating to the correction, prevention and abatement of nuisances in, upon or about the Premises and (ii) any local, state, or federal law, regulation, ordinance policy or order pertaining to regulation of the environment or health and safety, or contamination or clean-up of the environment, including but not limited to laws, regulations, ordinances, policies or orders relating to Lessee's storage, use or disposal of hazardous materials. Nothing contained herein is intended to obligate Lessee to: (1) make any capital improvements to the Premises that may be required by law (e.g. install or upgrade any life safety systems for the Property); or (2) clean-up hazardous materials that were stored, used or disposed of by someone other than the Lessee or its employee, agent or any other party under Lessee's control.

(b) Lessee shall keep the Premises clean and free of rubbish and trash at all times and shall store all trash and garbage at Lessee's expense. Lessee shall not burn or bury any trash or garbage of any kind on or about the Premises. Lessee shall keep the Premises in a neat and presentable condition at all times.

15. Indemnification.

(a) Lessee shall pay, perform, discharge, defend, indemnify and hold harmless Lessor, its members, shareholders, partners, directors, officers, employees, and agents from and against any and all claims, orders, demands, causes of action, proceedings, judgments, or suits and all liabilities, losses, costs and expenses (including, without limitation, consultant fees, court costs, expenses paid to third parties and legal fees) and damages incident thereto arising out of or as a result of: (i) the spill, disposal, or other release of any hazardous materials on, under or from the Premises by Lessee, any employee, agent or invitee of Lessee or any other party under Lessee's control, (ii) the violation of any environmental laws by Lessee, any employee, agent or invitee of Lessee or any other party under Lessee's control, or (iii) Lessee's breach of any term of this Lease.

(b) Lessor shall pay, perform, discharge, defend, indemnify and hold harmless Lessee, its member(s), shareholders, partners, directors, officers, employees, and agents from and against any and all claims, orders, demands, causes of action, proceedings, judgments, or suits and all liabilities, losses, costs and expenses (including, without limitation, consultant fees, court costs, expenses paid to third parties and legal fees) and

damages incident thereto arising out of or as a result of: (i) the spill, disposal, or other release of any hazardous materials on, under or from the Premises by Lessor, any employee, agent or invitee of Lessor or any other party under Lessor's control, (ii) the violation of any environmental laws by Lessor, any employee, agent or invitee of Lessor or any other party under Lessor's control, or (iii) Lessor's breach of any term of this Lease.

16. Personal Property on Premises; Risk of Damage.

Lessee agrees that all personal property of every kind of description, including inventory and trade fixtures, which may at any time be in the Premises shall be at Lessee's sole risk, or at the risk of those claiming by, through or under Lessee, and Lessor shall not be liable for, and shall be held harmless by Lessee against all claims, losses, liability, and expenses for any damage to said property or for any loss suffered by the business or property of Lessee arising from bursting, overflowing, or leaking of water or sewer pipes or condensate lines from the heating or plumbing fixtures or equipment, or from the electric wiring, or from gas fumes, or odors or caused in any manner.

17. Inspection and Entry by Lessor.

Upon at least two (2) business days prior notice to Lessee (except in emergency circumstances where such notice is impractical), Lessor, or its agents or contractors, shall have the right to enter upon the Premises at reasonable times during normal business hours for the purpose of inspection and to show the premises to prospective purchasers and lenders and during the last one hundred and eighty (180) days of the term to prospective lessees.

18. Limitation on Right of Recovery Against Lessor.

In the event of a default by Lessor, Lessee's exclusive remedy shall be an action for damages and Lessee acknowledges that all liability of Lessor under the Lease shall be limited to Lessor's interest in the Property and any proceeds relating thereto. Prior to any such action, Lessee shall give Lessor written notice specifying such default, and Lessor shall, upon receipt of said notice, have ten (10) days in which to cure a monetary default and thirty (30) days in which to cure any non-monetary default. No personal judgment shall be rendered against Lessor or Lessor's member(s), officers, employees, or agents upon extinguishment of Lessor's rights in the Property and any proceeds relating thereto and any judgment so rendered shall not give rise to any right of execution or levy against any assets other than the Property and any proceeds relating thereto. The provisions hereof shall inure to the benefit of Lessor's successors and assigns, including, without limitation, any mortgagee of the Property.

19. Notices. All notices hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other

address for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof):

(a) if to Lessor:

CRJ Investments, LLC
7815 Tances Drive
Cincinnati, OH 45243
Attention: Joel L. Dempsey

(b) if to Lessee:

OCM, LLC
4500 Lyons Road
Miamisburg, OH 45342
Attn: Scott Champion, CEO

and

Klehr Harrison Harvey Branzburg, LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19103-5005
Attn: Stephan L. Cutler, Esq.

20. Severability.

No determination by any court, governmental body or otherwise that any provision of this Lease is invalid or unenforceable in any instance shall affect the validity or enforceability of any other provision or such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law. No provision of this Lease shall be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof.

21. Successors Bound.

All the covenants and agreements in this Lease shall extend to and be binding upon the successors and assigns of the respective parties hereto.

22. Governing Law and Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, applicable to agreements made and to be performed entirely within such State, without regard to the conflict of laws principles thereof. No lawsuit arising out of the execution, formation, terms, performance or breach of this Lease shall be

brought except in courts physically located in Hamilton County, Ohio and the parties hereto expressly consent to the personal jurisdiction of such courts over all such litigation and all matters whatsoever relating to or arising out of this Lease.

23. Lessor's Lien Waiver and Collateral Access.

Notwithstanding any provision of this Lease to the contrary, in no event (including a default under this Lease) shall Lessor have any liens, rights, security interests or claims in the furniture, fixture equipment or other personal property of Lessee located at the leased premises (collectively, "**Personal Property**"), and Lessor waives any such statutory or other rights it may have and agrees to execute and deliver to Lessee and any party providing financing to Lessee and/or secured by such Personal Property, within twenty (20) days after request therefor, any commercially reasonable document required by Lessee or such other party in order to evidence the foregoing and to afford such secured party commercially reasonable access to the leased premises to inspect, remove and otherwise exercise its rights in and to the Personal Property. Either before or after the installation or placement of any new Personal Property upon the leased premises, and regardless of whether any such financing or security shall be in the form of a mortgage, security agreement, equipment lease, equipment sale-leaseback or otherwise, and in the event such a secured party thereunder shall require a copy of any notice of default sent by Lessor to Lessee under this Lease also be sent to such secured party, then Lessor shall simultaneously send a copy of any such notice to such secured party at the address furnished to Lessor, such copy to be sent to such secured party in the same manner as notices are required to be sent to Lessee hereunder.

24. Non-Disturbance Agreement.

Lessor shall also obtain for Lessee's benefit a non-disturbance agreement in the form acceptable to Lessee from each mortgagee holding a mortgage on the Property that is senior to this Lease.

25. Interruption of Service or Use.

Notwithstanding anything contained in this lease to the contrary, if any essential service (electricity, water, natural gas, heat, air conditioning, snow removal etc.) is materially impaired, and such impairment is not caused by Lessee, its agents or contractors or the responsibility of Lessee to repair, for more than forty-eight (48) hours and such impairment materially adversely affects Lessee's ability to operate it business at the Premises, then rent shall abate after such initial forty-eight (48) hour period until such essential service is restored to normal.

26. Execution in Counterparts.

This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. In order to facilitate the agreements contemplated by this Lease, signatures transmitted by facsimile machine or signatures transmitted via e-mail in a

"PDF" format may be used in place of original signatures on this Lease. Each party intends to be bound by such party's facsimile or "PDF" format signature on this Lease, is aware that the other parties are relying on such party's facsimile or "PDF" format signature, and hereby waives any defenses to the enforcement of this Lease based upon the form of signature. Promptly following any facsimile transmittal or e-mail transmittal of "PDF" format signatures, the parties shall deliver to the other parties the original executed Lease by reputable overnight courier to the addresses shown in Section 19.

27. Amendments.

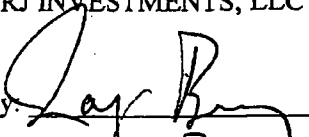
This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

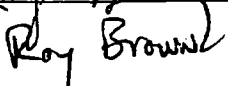
[Signatures on the following page(s)]


IN WITNESS WHEREOF, the individual parties have caused this lease to be executed the day and year set forth adjacent to each of their respective signatures.

LESSOR:

CRJ INVESTMENTS, LLC

By: 

Name: 

Title: 

LESSEE:

OCM, LLC

By: _____

Name: Scott Champion

Title: CEO

CRJ INVESTMENTS, LLC

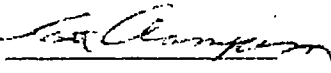
By: _____

Name:

Title:

LESSEE:

OCM, LLC

By: 

Name: Scott Champion

Title: CEO

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

224 & 226 S. Market Street, Troy, Ohio

Parcel No. D08-004-640

Situate in the State of Ohio, County of Miami, City of Troy and being all of InLot 203 and Part of InLot 219 including the portion of the former Dye's Mill Race in InLot 219, in said City, more particularly described as follows:

Beginning at an iron pin which marks the Southeast corner of InLot 203, same being the Northwest corner of the intersection of South Market Street and Race Street, thence 59 degrees 30' 20" West with the South line of InLot 203, same being the North right-of-way of Race Street, a total distance of 126.20 feet to an iron pin which marks the Southwest corner of InLot 203;

Thence North 30 degrees 21' East with the West line of InLot 203 and partly with the West line of InLot 219, a total distance of 141.50 feet to a railroad spike, witness an iron pin 31.50 feet distant on line last described, said point marking the Northwest corner of InLot 203;

Thence South 66 degrees 59' 07" East with the North line of the North wall of the former Dye's Mill Race, a total distance of 54.28 feet to an iron pin;

Thence South 60 degrees 38' 26" East, 72.37 feet to a railroad spike on the West right-of-way line of South Market Street;

Thence South 30 degrees 20' West partly with the East line of InLot 219 and with the East line of InLot 203, same being the West right-of-way line of South Market Street, a total distance of 150.00 feet to the place of beginning.

The above described parcel, including all of InLot 203 and part of InLot 219, contains a total of 0.427 acres, same being subject to all legal easements and restrictions of record.